EXHIBIT 17

Message
_____

From: Boone, Jandeen M
Sent: 6/29/2006 9:18:05 AM
To: 'jwblack@chubb.com' [jwblack@chubb.com]
Subject: Updated Agreement
Attachments: SLSA redline 06 29 06.doc

Jim,

Attached is an updated version of the agreement with some additional changes that I made yesterday, most were grammar issues and clean up so I did not highlight those. There are a few more substantive changes that were made after input from other groups and based on the business terms that are now included in Exhibit A. I included notes behind a couple of the new changes for explanation as to why things were added or changed.

I suggest we use this version for our discussion at 1:00 today. I look forward to talking with you then.

Jandeen M. Boone

Legal Counsel

Fair Isaac Corporation

901 Marquette Ave.

Minneapolis, MN 55402

612.758.5425

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 1 of 17
FI Contract Number:	FI LR#

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
Blaze Advisor

This Software License and Maintenance Agreement ("**Agreement**") is entered into as of _____, 2006 ("**Effective Date**") between Fair Isaac Corporation ("**Fair Isaac**") and Chubb & Son, a division of Federal Insurance Company ("**Client**") and describes the terms and conditions under which Fair Isaac shall provide to Client the Blaze Advisor products and related maintenance services described below.

1.   Definitions

The following terms, as used in this Agreement with initial capital letters, in the singular or the plural, will have the meanings set forth below. Other terms may be defined in context within this Agreement:

"**CPU**" means a single core central processing unit. For multi-core central processing units, each core will count as one "CPU".

"**Documentation**" means the *Blaze Advisor User Guide* provided in either HTML or PDF format.

"**Fair Isaac Products**" means the Blaze Advisor products listed in Section 1 of Exhibit A. The Blaze Advisor Development product allows a developer to utilize design and testing tools and to run a non-production deployment environment for testing use only. The Blaze Advisor Deployment product consists of the Blaze Advisor Rule Server and Engine and allows the software to be run on a system handling production-level processing.

"**Seat**" means an identified individual user on a single personal computer or workstation.

"**Territory**", with respect to the installation and physical location of the Fair Isaac Products, means the United States of America.

2.   License Grant

2.1   License Grant to Fair Isaac Products. Subject to the terms, conditions and limitations of this Agreement, Fair Isaac hereby grants to Client a perpetual (subject to the provisions of Article 9), non-exclusive, non-transferable, limited license to use the Fair Isaac Products during the Term for its internal business purposes, but only within the Territory, and subject to the additional limitations set forth below and/or listed in Exhibit A.

(a)   Seat/CPU License. If the "Scope/Quantity" of the license for any Fair Isaac Product is designated in Exhibit A as limited to a specified number of "Seats" or "CPUs", then Client's use of such Fair Isaac Product shall not exceed the number of Seats or CPUs, as applicable, that are set forth in Exhibit A for such Fair Isaac Product.

(b)   Named Application License. If the "Scope/Quantity" of the license for any Fair Isaac Product is designated in Exhibit A as "Named Application", then, subject to any "Seat" or "CPU" limitation that may also apply, Client may use such Fair Isaac Product only in connection with the particular Named Application of Client that is defined in Exhibit A. Under no circumstances may Client use such Fair Isaac Products on a stand-alone basis or in connection with any other application.

(c)   Enterprise-Wide License. If the "Scope/Quantity" of the license for any Fair Isaac Product is designated in Exhibit A as "Enterprise-Wide", then Client may use such Fair Isaac Product on an unlimited number of Seats or CPUs, as applicable; provided, however, that such use is for Client's use

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 2 of 17
FI Contract Number:	FI LR#

only and not for use by any of Client's affiliated, subsidiary, or parent companies.] [Delete if not applicable.]

2.2   License to Documentation. Subject to the terms, conditions, and limitations of this Agreement, Fair Isaac grants to Client a perpetual (subject to the provisions of Article 9) non-exclusive, non-transferable, limited license to use the Documentation during the Term for its internal business purposes, but only within the Territory, and but only in accordance with Client's license grant of the applicable Fair Isaac Product. Client shall not have the right to modify the Documentation, combine the Documentation with other works, or create derivative works from the Documentation without Fair Isaac's written permission. In the event that Fair Isaac does give permission, such modifications, combinations, or derivatives which include the Documentation shall become Fair Isaac's intellectual property and be used only in support of Client's permitted use of the Fair Isaac Product.

2.3   Platforms/Options. Client obtains the right to use only the version of the Fair Isaac Product for the specific supported platform(s) that are noted in Exhibit A (i.e., Java, COBOL or .NET). If no platform is noted in Exhibit A, Client has the right to use the Fair Isaac Product only for the supported platform(s) that is(are) initially delivered to Client. If Client desires versions of the Fair Isaac Product for additional supported platforms, an additional fee applies. Unless specifically noted as being purchased in the Exhibit A, Client does not obtain any right to options or additional related products (e.g., Compiled Sequential, SmartForms) by virtue of its purchase of a license to the Fair Isaac Product.

3.   Rights and Restrictions

3.1   License Restrictions. Client represents and warrants that it and its employees shall not: (i) use the Fair Isaac Products or Documentation for any purpose other than the internal business operations of Client or in any other manner that exceeds the scope of any license granted under this Agreement or that otherwise constitutes a breach of this Agreement; (ii) alter, change, modify, adapt, translate or make derivative works of the Fair Isaac Products; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code of any Fair Isaac Products to human perceivable form or permit others to do so; (iv) disclose the Fair Isaac Products to, or permit the use or access of the Fair Isaac Products by, any third party or by any individuals other than the employees of Client; (v) assign, sublicense, lease, transfer or distribute the Fair Isaac Products, or operate any Fair Isaac Product for timesharing, rental, outsourcing, or service bureau operations (or otherwise for the benefit of any party other than Client), or train persons other than permitted users; (vi) disclose or publish performance benchmark results for any Fair Isaac Product without Fair Isaac's prior written consent; or (vii) (if applicable) use any provided third party software except as solely in conjunction with the Fair Isaac Product.

3.2   Reservation Of Rights Not Granted. Fair Isaac reserves all rights not expressly granted to Client under this Agreement. Without limiting the foregoing, Fair Isaac retains and reserves sole and exclusive worldwide right, title and interest in and to the Fair Isaac Products, Documentation, any custom code developed in whole or part by Fair Isaac (if applicable), and any other Fair Isaac software or materials, and in all patents, trademarks, copyrights, trade secrets, and all other intellectual property and proprietary rights therein, and any Fair Isaac know-how related thereto, subject to only the limited, non-exclusive, license rights granted herein. Nothing in this Agreement shall limit in any way Fair Isaac's right to develop, use, license, create derivative works of, or otherwise exploit Fair Isaac intellectual property or to permit third parties to do so.

3.3   Permission for Back-Up Copy. Client may reproduce the object code of the Fair Isaac Product and the Documentation for the purposes of exercising the license rights granted under this Agreement on a backup CPU/server in the event of a malfunction that renders the primary CPU/server inoperable. This

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 3 of 17
FI Contract Number:	FI LR#

license shall only be effective for the period of such inoperability or the expiration or termination of the primary license to the Fair Isaac Product, whichever first occurs.

3.4   Notice Reproduction. To the extent Client is provided reproduction rights, Client must reproduce on each copy of the Fair Isaac Product and Documentation any copyright, patent, or trademark notice, and any other proprietary legends that were provided in the originals.

3.5   Verification and Audit Rights. Upon not less than ten (10) days prior written notice to Client, Fair Isaac may, at its expense, audit Client's use of the Fair Isaac Products. Any such audit shall be conducted during regular business hours at Client's facilities and shall interfere as little as reasonably possible with Client's business activities. Audits shall be conducted no more than once annually. On Fair Isaac's written request, Client shall provide to Fair Isaac a written certification executed by an authorized officer of Client that provides the following information: (i) verification that the Fair Isaac Products are being used in accordance with the provisions of this Agreement; (ii) list of the locations at which the Fair Isaac Products are or have been operated during the preceding twelve (12) month period; and (iii) the number of Seats, CPU's and/or applications accessing or utilizing the Fair Isaac Products (as applicable). Upon not less than ten (10) days prior written notice to Client, Fair Isaac may, at its expense, audit Client's use of the Fair Isaac Products. Any such audit shall be conducted during regular business hours at Client's facilities and shall interfere as little as reasonably possible with Client's business activities. Audits shall be conducted no more than twice annually. If Client is discovered to be using more licenses than the number of licenses Client has purchased, or in the event Fair Isaac learns that Client has materially breached this Agreement as determined by such audit, then Client shall bear the expense of such audit.

3.6   Use by Third Party. Fair Isaac acknowledges that Client's information technology infrastructure operations have been outsourced to ACS Commercial Solutions, Inc., and Fair Isaac hereby grants ACS, its affiliates, and their respective employees, agents, consultants and subcontractors (collectively "ACS") the right to use the Fair Isaac Products and Documentation on behalf of Client for the sole and exclusive purpose of fulfilling ACS's obligations to provide information technology services to Client provided that such use is otherwise subject to the terms and conditions of this Agreement and does not exceed the limitations on use and other restrictions set forth herein. Client shall be responsible for ensuring ACS's compliance with the terms and conditions of this Agreement and Client shall be liable to Fair Isaac for any breach of this Agreement by ACS. The rights granted to ACS herein shall not be extended to any other third party without the prior express written consent of Fair Isaac.

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4.   **Services**

4.1   Maintenance Services. Subject to the payment of the applicable Maintenance Fees described in Exhibit A, Fair Isaac shall provide Client with the Maintenance Services described in Exhibit B.

4.2   Other Services. From time to time, Fair Isaac may provide Client with professional services related to the Fair Isaac Product as mutually agreed between the parties. Such professional services shall be performed only upon the execution of a Statement of Work which references the Master Services Agreement, entered into by and between the parties on June 9, 2006.

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor		Page 4 of 17
FI Contract Number:		FI LR#

5.   Warranties and Limitation of Liability

5.1   Conformity to Specifications. Subject to Client's compliance with the terms and conditions of this Agreement, Fair Isaac warrants that the Fair Isaac Product will conform in all material respects to its Documentation for a period of thirty (30) days from the initial date of delivery. Fair Isaac will, at its own expense and as its sole obligation, and Client's exclusive remedy, for any breach of this warranty, correct any reproducible error in the Fair Isaac Product reported to Fair Isaac by Client in writing (along with all information available to Client that is relevant to verifying, diagnosing, or correcting the error) or replace the Fair Isaac Product during the warranty period.

5.2   Warranty of Title. Fair Isaac represents and warrants that it owns or has all of the necessary rights in respect to the Fair Isaac Products and Documentation and has the full power and authority to grant the rights and licenses granted to Client herein.

5.3   Non-Interference Warranty. Fair Isaac represents and warrants that the Fair Isaac Products and any medium on which such products are delivered will not contain, when delivered, any timer, clock, counter, expiry codes, viruses, worms, Trojan horses, backdoors or other codes or devices that are designed to prevent Client from using the Fair Isaac Products at any time in accordance with this Agreement. Notwithstanding the forgoing, Client acknowledges that the Fair Isaac Products may contain license controlling devices which require the input of a license key string upon installation. Failure to input the correct license key string upon installation (which shall be provided to Client upon delivery of the Fair Isaac Products) will cause the Fair Isaac Products to be inoperable until the correct license key string is inputted. No such license key string shall be deemed to be a breach of this warranty. [Jim, I had our support group review this and removed the following language: or other limiting design or routine or uncorrected known vulnerability that may cause software or any data generated or used by it to be erased, become inoperable or inaccessible, or that may otherwise cause such software to become temporarily or permanently incapable of performing in accordance with this Agreement. The above language now reflects what our standard warranty is regarding harmful code]

5.4   Year 2000 Warranty. Fair Isaac represents and warrants that the Fair Isaac Products shall be capable of storing, retrieving, interfacing and processing completely and accurately all data and information involving dates beyond December 31, 1999.

5.5   WARRANTY DISCLAIMER. Fair Isaac does not warrant that the Fair Isaac Products, Documentation or Maintenance Services will (i) meet Client's requirements, (ii) operate in combination with hardware, software, systems or data not expressly specified in writing by Fair Isaac, (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. Fair Isaac is not responsible for problems caused by: (a) use of the Fair Isaac Products outside the scope of this Agreement or the Documentation; (b) modification, alteration or changes to the Fair Isaac Products (or tangible copy thereof) not made by Fair Isaac; (c) changes in, or modifications to, the operating characteristics of the Client's system or any component thereof that is inconsistent with the requirements of the Documentation; (d) use of the Fair Isaac Products with hardware or software that is not represented in the Documentation as interoperable with the Fair Isaac Products; or (e) accident, physical, electrical or magnetic stress, unauthorized alterations, failure of electric power, environmental controls, or causes other than ordinary use. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 5, FAIR ISAAC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF ANY PRODUCTS,

Fair Isaac Confidential

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Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 5 of 17
FI Contract Number:	FI LR#

SERVICES, AND DELIVERABLES PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY CLIENT.

5.6   LIMITATION OF LIABILITY. EXCEPT FOR (i) A BREACH OF CONFIDENTIALITY BY EITHER PARTY, (ii) FAIR ISAAC'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN ARTICLE 6, OR (iii) CLIENT'S VIOLATION (this originally said "breach" but I think violation is more appropriate) OF FAIR ISAAC'S INTELLECTUAL PROPERTY, (INCLUDING UNAUTHORIZED USE) IN NO EVENT WILL FAIR ISAAC EITHER PARTY BE LIABLE UNDER ANY THEORY OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME, PROFIT OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY FAIR ISAAC PRODUCT OR SERVICE, EVEN IF FAIR ISAAC THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE. WITHOUT LIMITING THE FOREGOING, AND EXCEPT IN THE CASE OF (a) A BREACH OF CONFIDENTIALITY BY EITHER PARTY, (b) FAIR ISAAC'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 6, or (c) CLIENT'S VIOLATION OF FAIR ISAAC'S INTELLECTUAL PROPERTY (INCLUDING UNAUTHORIZED USE), FAIR ISAAC'S EACH PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT UNDER ANY AND ALL THEORIES OF RECOVERY (INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, TORT AND STRICT LIABILITY) SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT (EXCLUDING IMPLEMENTATION FEES AND REIMBURSED EXPENSES) FOR THE APPLICABLE FAIR ISAAC PRODUCT OR SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM THAT GAVE RISE TO SUCH LIABILITY. FEES OWED BY CLIENT SHALL NOT BE SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION.

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6.   Indemnification

6.1   Intellectual Property Indemnification. Fair Isaac will defend at its own expense any action against Client, its directors, officers, employees, agents, successors, and assigns brought by a third party to the extent that the action is based upon a claim that the Fair Isaac Product or Documentation directly infringes any U.S. registered patent or U.S. registered copyright, or misappropriates any trade secret recognized as such under the Uniform Trade Secrets Act, and Fair Isaac will pay those costs (including reasonable attorneys' fees) and damages finally awarded against Client in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

6.2   Conditions. Fair Isaac's indemnification obligations under this Article are conditioned upon: (a) Client notifying Fair Isaac promptly in writing of such action; (b) Client giving Fair Isaac sole control of the defense thereof and any related settlement negotiations; provided, however, Client may assign counsel of its own choosing, and at its own expense, to provide legal advice to Client in any action where Client is a named party; (c) Client's compliance with the terms and conditions of this Agreement, including without limitation the license(s) granted by Fair Isaac; and (d) Client fully cooperating with Fair Isaac in such defense. (including without limitation, by making available to Fair Isaac all documents and information in Client's possession or control that are relevant to the infringement or misappropriation claims, and by making Client's personnel available to testify or consult with Fair Isaac or its attorneys in connection with such defense).

6.3   Fair Isaac's Options. If the Fair Isaac Product becomes, or in Fair Isaac's opinion is likely to become, the subject of an infringement or misappropriation claim, Fair Isaac may, at its option and

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 6 of 17
FI Contract Number:	FI LR#

expense, either: (a) procure for the Client the right to continue to exercise the Fair Isaac Product license; (b) replace or modify the Fair Isaac Product so that it becomes non-infringing; or (c) if neither option (a) or (b) is available, terminate Client's license for the Fair Isaac Product concerned.

6.4   Exclusions. Notwithstanding the foregoing, Fair Isaac will have no obligation with respect to any infringement or misappropriation claim based upon: (a) any violation of the terms of Client's license or any license restrictions, or for use of the Fair Isaac Product for any purpose not intended by Fair Isaac; (b) any combination or use of the Fair Isaac Product with other products, equipment, software, or data not supplied or approved in writing by Fair Isaac; (c) any modification of the Fair Isaac Product pursuant to specifications required by client or any modification made by any entity other than Fair Isaac; or (d) any claim of infringement or misappropriation that would have been avoided had Client upgraded to a new version or release of the Fair Isaac Product.

6.5   ENTIRE LIABILITY. THIS ARTICLE STATES FAIR ISAAC'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND ALL INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS

7.   Confidential Information

7.1   ~~Confidential Information.~~ The exchange of confidential information hereunder shall be governed by the confidentiality provisions set forth in the Master Services Agreement dated June 9, 2006.

8.   Payment Terms

8.1   Invoices and Payment. Client shall pay the fees and charges set forth in Exhibit A. All fees, charges, and expenses invoiced under this Agreement will be due and payable by Client in United States Dollars within the greater of forty-five (45) days of the invoice date or thirty (30) days of Client's actual receipt of an invoice. ~~Each unpaid invoice shall bear a late charge of 1.5% per month, or the maximum rate permitted by law, whichever is less. In addition to all other remedies available at law or in equity, i~~If any payment is not received by Fair Isaac within ~~thirty (30) days~~ the timeframes set forth above, ~~from the date of the invoice,~~ Fair Isaac shall have the right to terminate the pertinent product license or service after giving Client written notice and thirty (30) days to cure. Client shall reimburse Fair Isaac for all costs related to any proceedings to collect any past-due amounts, including without limitation all attorneys' fees and expenses. Except as otherwise expressly provided in this Agreement, no refunds are available.

~~8.2   Expenses. Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac, which are billed to Client at cost. Client agrees to reimburse Fair Isaac for all such travel-related expenses Fair Isaac incurs in connection with this Agreement.~~

8.2~~3~~   Taxes and other Charges. Client shall be solely responsible for, and shall pay or reimburse Fair Isaac for, all Taxes. "**Taxes**" means all present and future taxes, duties, import deposits, assessments, and other governmental charges (and any related penalties and interest), however designated, that are now or hereafter imposed by or under any governmental authority or agency that are: (i) associated with the performance by Fair Isaac of its obligations hereunder; (ii) associated with the payment of any amount by Client to Fair Isaac pursuant to this Agreement; (iii) based on the license or use of any Fair Isaac Product; or (iv) associated with the importation of any Fair Isaac Product into any country other than the United States, excepting only taxes imposed on Fair Isaac's net income by the United States and each state thereof (and their political subdivisions). To the extent Client is required to withhold income taxes on any payment made to Fair Isaac pursuant to applicable tax law, Client may withhold such tax to the extent

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 7 of 17
FI Contract Number:	FI LR#

such tax (a) does not exceed the appropriate withholding amount applicable under relevant tax treaties and (b) qualifies as a creditable foreign tax by the United States government. Client agrees to send the appropriate certified tax receipt to Fair Isaac promptly upon payment of such tax. If a certified tax receipt issued by the taxing authority evidencing such payment and suitable for Fair Isaac to obtain a tax credit in the United States is not received by Fair Isaac within thirty (30) days after the date of the invoice, Client will be responsible for paying the full invoice amount.

8.34   Mode of Payment. Client agrees to remit all payments due to Fair Isaac in accordance with the instructions provided in the invoice or other instructions provided by Fair Isaac.

9.   **Term**

9.1   Term. Unless earlier terminated, this Agreement and the license(s) granted hereunder shall commence upon the Effective Date and shall continue in full force in perpetuity, or, if applicable, for the duration of the applicable license term set forth in Exhibit A if such term is not perpetual ("**Term**").

9.2   Events of Termination. This Agreement may be terminated upon the occurrence of any of the following events:

(a)   Uncured Breach. Either party may terminate this Agreement for a breach by the other party of any of the material terms of this Agreement, or numerous breaches of duties or obligations hereunder that cumulatively constitute a material breach if the breaching party fails to cure the breach(es) within 30 days from receipt of written notice from the non-breaching party identifying the breach(es) and requiring them to be remedied.

(b)   Insolvency. Either party may terminate this Agreement if the other party ceases to conduct business in the ordinary course or is declared insolvent or bankrupt, or makes an assignment of substantially all of its assets for the benefit of creditors, or a receiver is appointed, or any proceeding is demanded by, for or against the other party under any provision of bankruptcy or insolvency legislation.

(c)   Violation of License or Confidentiality Obligations. Fair Isaac may immediately terminate this Agreement, without a requirement for prior notice or a cure period, if Client violates any terms of the licenses granted in this Agreement. Either party may immediately terminate this Agreement by written notice to the other party if the other party materially breaches any of the provisions of this Agreement relating to the protection of Confidential Information or Intellectual Property.

9.3   Effect of Termination. Upon expiration or termination of this Agreement for any reason, all licenses granted hereunder shall terminate immediately, all support and maintenance obligations shall cease, Client shall immediately cease using all Fair Isaac Product(s) and related documentation (including all intellectual property arising from or related to the foregoing), shall remove all copies of the Fair Isaac Product(s) and related documentation from Client's computers and systems, and shall either (i) destroy all copies of the Fair Isaac Product(s), related documentation, and other Fair Isaac Confidential Information and intellectual property in Client's possession; or (ii) return to Fair Isaac all copies of the Fair Isaac Product(s), related documentation, and other Fair Isaac Confidential Information and intellectual property in Client's possession. Client shall provide to Fair Isaac a written certification signed by an authorized office of Client certifying that Client has complied with the foregoing. Upon termination of this Agreement, all fees and other charges provided for hereunder will become immediately due and payable to Fair Isaac, and Client shall immediately remit all unpaid fees to Fair Isaac.

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 8 of 17
FI Contract Number:	FI LR#

9.4   Survival. Rights to payment and the following rights and obligations under this Agreement will survive any termination or expiration of this Agreement: Article 1 (Definitions), Section 3.1 (License Restrictions), Section 3.2 (Reservation of Rights Not Granted), Section 5.3 (Warranty Disclaimer), Section 5.4 (Limitation of Liability), Article 7 (Confidential Information), Section 9.3 (Effect of Termination), Section 9.4 (Survival), and Article 10 (Provisions of General Applicability).

10.   Provisions of General Applicability

10.1   Relationship of the Parties. Fair Isaac and Client are independent contractors and will have no power to bind the other party or to create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed as creating any partnership, joint venture, agency, or any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.

10.2   Counterparts. This Agreement may be executed in counterparts, which taken together shall constitute one single agreement between the parties.

10.3   Section Headings. The section and subsection headings used herein are for reference and convenience only, and will not enter into the interpretation hereof.

10.4   No Waiver. No delay or omission by either party to exercise any right or power with respect to any of the terms or conditions of this Agreement will impair any right or power or be construed to be a waiver thereof. A waiver by either party of any of the terms and conditions of this Agreement will not be construed to be a waiver of any other term or condition of this Agreement. No waiver of any rights of a party under this Agreement will be effective unless set forth in a writing signed by such party.

10.5   Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter, as well as the terms of all existing or future purchase orders and acknowledgments. Each party represents and warrants to the other party that in entering into this Agreement it has not relied on any representations, promises, or assurances from another party or any employee, officer, director, representative, attorney, or affiliate of another party not expressly contained in this Agreement.   Any other terms or conditions or amendments shall not be incorporated herein or be binding upon any party unless expressly agreed to in a writing signed by authorized representatives of Client and Fair Isaac.

10.6   Construction; Severability. This Agreement will not be more strongly construed against either Party, regardless of who is more responsible for its preparation. If any provision of this Agreement is held to be unlawful or invalid under applicable law, then such provision will be ineffective only to the extent of such illegality or invalidity, without invalidating the remainder of such provision or any of the remaining provisions of this Agreement.

10.7   Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of ~~California~~ New York, without regard to principles of conflicts of law or international law, including without limitation the 1980 United Nations Convention on Contracts for the International Sale of Goods, as revised.

10.8   No Assignment. Neither party shall, without the prior written consent of the other party, assign or transfer this Agreement, or any part thereof. In the event of a change of control of Client, or if Client is merged with, acquired by or acquires another entity, or undergoes a reorganization or otherwise acquires

Fair Isaac Confidential

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Fair Isaac Software License and Maintenance Agreement – Blaze Advisor		Page 9 of 17
FI Contract Number:		FI LR#

the right to process the business of another entity, each such event shall be deemed to be an assignment subject to this section, and Client shall make no expanded use of the Fair Isaac Products as a result of any such event unless and until Fair Isaac provides such written consent, which will not be unreasonably withheld. Any attempt to assign or transfer all or any part of this Agreement without first obtaining such written consent will be void and of no force or effect. Notwithstanding the foregoing, Fair Isaac may perform any or all of its obligations through any subsidiary or affiliated company, and may assign this Agreement by merger, reorganization, consolidation, or sale of all or substantially all its assets.

10.9   Force Majeure. Notwithstanding anything to the contrary herein, ~~Fair Isaac~~ neither party shall ~~not~~ be deemed to be in default of any provision of this Agreement or be liable to ~~Client~~ the other or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, terrorism, war, insurrection, riot, boycott, strike, interruption of power service, interruption of communications service, labor or civil disturbance, act of any other person not under the control or direction of either party or other similar cause. ~~Fair Isaac~~ The party impacted by the force majeure event shall give ~~Client~~ the other party reasonable written notification of any material or indefinite delay due to such causes.

10.10   Press Releases; Publicity. Fair Isaac will be allowed to issue a press release stating factual information regarding the relationship between Fair Isaac and Client at the time this Agreement is signed. Fair Isaac shall first submit to Client such press release for Client's approval, which approval may not be unreasonably withheld or be delayed more than 5 business days. The parties may issue additional press releases or publicity from time to time as mutually agreed by the parties. All press releases or other publicity sought to be issued by either or both parties pursuant to this section must, prior to release, be reviewed and approved by each party, which approval may not be unreasonably withheld or be delayed more than 5 business days. Subject to Client's prior written consent (which must not be unreasonably or arbitrarily withheld), Fair Isaac may include Client's name in its marketing and promotional materials regarding the availability of any of its products or services to other clients.

10.11   Notices. Any notices required to be given by one party to the other under the Agreement must be in writing, must reference the Fair Isaac Legal Request (LR) number set forth above, and must be sent to the recipient's address or facsimile number for notices set forth on the page of this Agreement titled "Instructions and Contact Information." Such notices will be deemed given upon the earlier of (i) actual delivery, whether personally, by a recognized international overnight delivery carrier, or by facsimile (provided that the facsimile notice is promptly confirmed in writing using another method for giving notice provided in this section), or (ii) five business days after being mailed by certified or registered mail, first class, postage prepaid.. The date a notice sent by facsimile is deemed to have been given will be the date of actual receipt, but no faxed notice will be effective unless promptly confirmed in writing as set forth above. Either party may change its address or facsimile number for notices at any time by giving notice to the other party.

10.12   No Third Party Beneficiaries. Nothing in the Agreement is to be deemed to create any right or benefit in any person not a party to this Agreement.

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 10 of 17
FI Contract Number:	FI LR#

IN WITNESS WHEREOF, Fair Isaac and Client have caused this Agreement to be signed in duplicate and delivered by their duly authorized representatives as of the Effective Date.

FAIR ISAAC CORPORATION   **CLIENT – CHUBB & SON**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date Signed: _____   Date Signed: _____

Fair Isaac Use Only:		Created: 2 June 2006
Short Name:	Client #:	Acct. Exec.:
OE Order #:	System #:	Royal Blue #:
Sales Approval:	Notes:	

Please complete the information on the following page.

Fair Isaac Confidential

FICO0006212

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 11 of 17
FI Contract Number:	FI LR#

INSTRUCTIONS AND CONTACT INFORMATION

Instructions to Client:

1. *Appropriate corporate officer should execute 2 copies of the document.*

2. *Complete all requested information below:*

Addresses for Notices:

	For Client:	**For Fair Isaac:**
Address:		Fair Isaac Corporation
		Attn: Contracts Administrator
		3661 Valley Centre Drive
City/State:		San Diego, CA 92130
		Reference FI LR #
Zip/Code:		
		Fax: 858-523-4450
Country:		
Attention :		
Fax:		

Compete Information below if different from above:

	Return executed contract to Client at:	Send Software to:	**Client's Billing Information:**
Address:			
City/State:			
Zip/Code:			
Attention :			
Phone:			
Fax (optional):			
Email (optional):			

3. *Return 2 completed and executed copies to:*
   Fair Isaac Corporation
   Attn: Contracts Administration
   3661 Valley Centre Drive
   San Diego, CA 92130

   If time is of the essence, please fax to:

   858-523-4450

   Questions? Call 858-369-8259

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 12 of 17
FI Contract Number:	FI LR#

EXHIBIT A
PRICING AND PAYMENT

1. BLAZE ADVISOR LICENSE AND SUPPORT AND MAINTENANCE FEES

Product	Item #	Initial Term (Perpetual or No. of Years)	Scope/Quantity	Price	Total
Blaze Advisor Development Platform: JAVA	280-DVLI-03 (Perpetual)	Perpetual	For use on up to 5 Seats to be used solely in conjunction with the Named Application	$67,500	$67,500
Blaze Advisor Deployment Platform: JAVA	280-DPLI-03 (Perpetual)	Perpetual	Named Application	$180,000	$180,000
Documentation for Blaze Advisor: • User guide (available in HTML or PDF)	N/A	Perpetual	1 set	Electronic copy included with software license	Included in license fees above
Support and Maintenance Fee for Blaze Advisor Software: 280-OOMN-08		Initial Term: One year	1	18% of Total License Fees	$ 44,550 Year One (Annual fee thereafter subject to annual adjustment)
TOTAL LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE FEES – (US Dollars)					$292,050

a.   Definition of Named Application: With respect to any license set forth above with a "Scope/Quantity" of "Named Application", Client's "Named Application" is defined as follows: The CSI Express application, which is Chubb's Specialty Insurance's underwriting and automated policy renewal application. The functionality of the system includes the processing of new business applications, the rendering of quotes, the life cycle management of client accounts and the underwriting and booking of new and renewed policies.   The application consists of approximately 90 solutions, 20 of which are executables, with the rest being shared DLLs. CSI Express interacts with the backend "USW" Informix database using ADO.NET. It also communicates with a mainframe system using IBM MQ Series and a set of MQ "UW Services" provided by the Chubb CCI division. Use of the Fair Isaac Products includes transactional support for the interface between CSI Express and the rating application, Duck Creek.

b.   Enterprise License Credit: For a period of twelve (12) months after the Effective Date of this Agreement, if Client purchases an Enterprise License from Fair Isaac for the Fair Isaac Products, one-hundred percent (100%) of the above license fees paid under this Exhibit A will be applied toward such Enterprise License if the Enterprise License is purchased within such twelve (12) month period ("Option 1"). After the expiration of Option 1, but within twenty-four (24) months of the Effective Date of this Agreement, if Client purchases an Enterprise License from Fair Isaac for the Fair Isaac Products, fifty percent (50%) of the above license fees paid under this Exhibit A will be applied toward such Enterprise

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 13 of 17
FI Contract Number:	FI LR#

License if the Enterprise License is purchased after the expiration of Option 1, but not later than twenty-four (24) months after the Effective Date. The parties shall enter into an addendum to this Agreement to set forth the terms of any such Enterprise License.

2.   TRAINING FEES

Product	Item #	Quantity	Price	Total
Training Classes: Fair Isaac to provide the following classes: • [list class name] – X day class. • [list class name] – X day class.	280-OOTR-06	[___] Classes to be held at Client's site. Price is per class and includes up to twelve (12) students - or - Classes to be held at Fair Isaac's site. Price is per student.	\$ (per class/per student)	\$
		TOTAL TRAINING FEES (US Dollars)		\$

3.   PAYMENT

3.1   License Fees. Client agrees to pay the license fees described above upon execution of this Agreement.

3.2   Maintenance Fees. Client agrees to pay the support and maintenance fees for the first year upon execution of this Agreement, and annually thereafter in advance while the maintenance term is in effect. Client agrees that the maintenance fee set forth above covers only the licenses to the Fair Isaac Products set forth in this Agreement and does not cover any other licenses to the Fair Isaac Products granted to Client under any other agreement. The total maintenance fee for the Fair Isaac Products for future years shall be calculated based on the total license fees paid by Client for the Fair Isaac Products under this Agreement and all other agreements.

3.3   Training Fees. Client agrees to pay the training fees described above upon execution of this Agreement.

3.4   Expenses.   Prices do not include reasonable travel and associated out-of-pocket expenses incurred by Fair Isaac, which will be billed to Client at cost. Client agrees to reimburse Fair Isaac for all such travel-related expenses Fair Isaac incurs in connection with this Agreement.

Unless Client signs this Agreement and returns it to Fair Isaac by June 30, 2006, prices and terms are subject to change.

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 14 of 17
FI Contract Number:	FI LR#

EXHIBIT B
FAIR ISAAC SOFTWARE SUPPORT AND MAINTENANCE POLICY

1. DEFINITIONS

"**FIC**" means Fair Isaac Corporation and its subsidiaries.

"**Errors**" means persistent malfunctions, inherent within the Software, that prevent the Software from operating according to its technical documentation.

For software to be installed at locations in North America, Asia, and South America, "**Product Support Hours**" (United States) are 6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding holidays observed by FIC in the United States. Support services will be provided from the United States.

For software to be installed at locations in Europe, Middle East, and Africa, "**Product Support Hours**" (U.K.) are 8:30 a.m. to 5:00 p.m. UK Time, Monday through Friday, excluding holidays observed by FIC in the United States. Support services will be provided from the United States.

"**Software**" means the following software product(s) that are licensed by Client:

The Fair Isaac Products listed on Exhibit A.

2. SUPPORT AND MAINTENANCE SERVICES GENERALLY

2.1. Subject to payment of the appropriate Maintenance fees by Client, and compliance by Client with the terms of the applicable license agreement, FIC agrees to provide Client with support and maintenance services for the Software as set forth in this policy.

2.2. FIC provides support and maintenance services for licensed Software during both implementation and production use when operated on supported platforms installed on designated or approved equipment. Support is currently provided in the English language only.

2.3. Subject to Section 5.1.4, maintenance includes any standard Software versions and releases generally made available to FIC's clients that are current on Maintenance fees. Such versions and releases will be provided to Client pursuant to this policy on a when and if available basis.

3. TECHNICAL SUPPORT

3.1. FIC will make commercially reasonable efforts, during Product Support Hours, to address Client's questions about the Software, to resolve operating problems that are attributable to the Software, and to resolve verified, reproducible Errors in the Software.

3.2. Client agrees: (a) to set up primary and secondary liaisons who have been trained on the Software; (b) that all support requests will be centralized through the primary and secondary liaisons; (c) to submit support requests to FIC Product Support; (d) to comply with the attached guidelines for submitting support requests; (e) to use commercially reasonable efforts to diagnose and resolve problems in the operation of the Software prior to contacting FIC for support; and (f) to use commercially reasonable efforts to verify that reported problems are due to a malfunction of the Software, and not due to the operating system, hardware, data, interfaces, or improper use of the Software, prior to contacting FIC for support.

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FICO0006216

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 15 of 17
FI Contract Number:	FI LR#

4. TERM; TERMINATION; REINSTATEMENT

4.1. FIC's support and maintenance obligations under this policy commence upon shipment of the Software and will continue for an initial term of one year. Maintenance fees will be invoiced on an annual basis in advance. For as long as FIC makes maintenance for the Software generally available to all of its customers, the support and maintenance service will automatically renew for consecutive one-year terms unless Client gives FIC 30 days' written notice, prior to the end of the current term, of its intent not to renew. Support and maintenance during renewal terms will be subject to the Support and Maintenance Policy in effect at the time of renewal. Maintenance fees applicable to renewal terms may be increased by FIC, but no such increase may exceed the lesser of three percent (3%) or the most recently available annual change in the CPI. **"CPI"** means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, as published by the US Bureau of Labor Statistics.

4.2. FIC may terminate support and maintenance services under this policy upon 30 days' written notice if Client is in breach under this policy or any license agreement relating to the Software and does not cure the breach within such 30-day period. FIC will have no obligation to resume support and maintenance services following such a termination for cause.

4.3. FIC may, at its sole discretion, reinstate lapsed support and maintenance services, in accordance with its then-current policies, upon payment by Client of the applicable reinstatement fee.

5. EXCLUSIONS

5.1. Services outside the scope of this policy are subject to availability of resources and will be charged for separately at FIC's then-current rates for such services. The following services are outside the scope of this policy:

> **5.1.1.** Support services provided outside of Product Support Hours.
>
> **5.1.2.** Support service that becomes necessary due to failure of computer hardware, equipment or programs not provided by FIC; negligence of Client or any third party; operator error; improper use of hardware or software (including the Software); any problem or loss not solely attributable to the Software; problems stemming from Client not applying all required maintenance releases; or problems due to unauthorized modification or adaptation of the Software by Client.
>
> **5.1.3.** Development, customization, coding, installation, integration, consulting and training.
>
> **5.1.4.** Optional, separately-priced Software features that may, from time to time, be made available by FIC with new versions or releases of the Software.

5.2 Unless otherwise indicated in the applicable Order Form or license agreement, FIC has no obligation to provide support or maintenance services for other than (a) the current release of the Software and (b) one prior release of the Software, but only for a maximum of one year after release of a subsequent release.

Fair Isaac Confidential

FICO0006217

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 16 of 17
FI Contract Number:	FI LR#

6. SEVERITY LEVELS AND RESPONSE TIMES. Upon Client's report of a problem with the Software, an FIC representative will acknowledge such report by issuing a confirmation to Client, either by phone or email, and FIC will assign a Severity Level to the problem based on the type of issue reported, according to the following schedule:

Severity	Condition	Response Time/Action
1	**Production Down Emergency:** An Error in the production environment that inhibits all or substantially all of the Software from functioning in accordance with its documentation. A severity "one" problem is both severe and mission-critical.:	Provide (a) a phone response within 1 hour during FIC's Product Support Hours and (b) an action plan within 4 hours for the development of a patch or a bypass for the Error. Following the development of the patch or bypass, FIC will notify the Client of inclusion of the patch or a solution in a revision of the Software. Once identified and logged, FIC will provide all necessary services to resolve a Severity-One condition on a diligent-efforts priority basis seven days per week until that condition has been patched or bypassed.
2	**Production Impaired:** An Error in the production environment where major functionality of the Software is inhibited, but the Error does not materially disrupt the Client's business	Provide (a) a written or phone response within 4 hours during FIC's Product Support Hours and (b) an action plan within 2 business days for a bypass for the Error or (c) an action plan within 5 business days for developing a patch for the Error. Following the development of the patch or bypass, FIC will notify the Client of inclusion of the patch or a solution in a revision of the Software. The Error will be worked on during Product Support Hours.
3	**Production Inhibited:** An Error in the production environment where a feature of the Software is inhibited, but the Error does not materially disrupt the Client's business	Provide (a) a written or phone response within one business day and (b) Consider for correction or inclusion in the next revision of the Software.
4	**General Assistance:** A "how to" question; an Error that is minor or cosmetic in nature; or an enhancement request to be considered for a future revision of the Software	Provide (a) a written or phone response within 2 business days and (b) Consider for correction or inclusion in the next revision of the Software.

Fair Isaac Confidential

Fair Isaac Software License and Maintenance Agreement – Blaze Advisor	Page 17 of 17
FI Contract Number:	FI LR#

Fair Isaac Product Support
Problem Submission Guidelines

We encourage clients to first consult the appropriate documentation for the product they are using (installation guides, reference manuals, user guides, product release notes, etc.). Release notes will typically include contents of the release, installation/license information, known limitations, product support, and compatibility information. Other reference materials should also be consulted as needed for related components such as database management systems, compilers, operating systems, etc. For Fair Isaac products with web-based self-service, visit the support web site to search for known questions, solutions and technical notes.

If you've completed this initial research and are still unable to resolve your problem, the next step is to contact Product Support. The following information is critical to resolving a problem:

- Your client ID (a 4-digit number communicated to you either by your Engagement Manager or during your first contact with Product Support) or license number (if applicable).
- Your phone number and email address
- The name and version of the Fair Isaac software to which the issue pertains. For incidents submitted via email, please be sure to include the **product name** on the subject line of the email.
- The name and version of the operating system and database.
- The environment in which the error is occurring (development, test or production).
- Both a general statement and a detailed description of the problem, including any relevant error messages.
- Frequency with which the condition occurs and at what intervals.
- Can the problem be replicated, and if so, the steps taken to recreate the problem.
- Any changes that may have been made to the environment (for example, maintenance work that may have been performed or any hardware/software changes made to the server, workstation, operating system, or data feed).
- Any changes to the Fair Isaac application, including new configuration or software upgrades.
- Copies of the Fair Isaac product log files, configuration files, and screen prints of errors.

Troubleshooting Tips:

- Isolate the problem as precisely as possible using debugging facilities and error logs as appropriate, and try to find a consistent way to reproduce it.
- Whenever possible, modify a Fair Isaac provided example or test case to cause the same problem.
- If the problem is not consistently reproducible, check whether it may be related to insufficient memory, memory leaks, search paths, or files that may be missing from certain directories or the class path.
- Verify that the versions of the database, compilers, operating system, browser, drivers, etc. that are in use are certified and supported by Fair Isaac.
- Identify any other changes that may have occurred in your environment that may have an impact on the Fair Isaac solution (for example, database maintenance, service pack deployment, upgrade of a system component, operating system patches, etc.)
- Try to reproduce the problem on another platform or test system.
- If applicable, try to isolate various components of your solution to simplify the troubleshooting (for example, pull out a subset of rules or code from the bulk of your application). Support can assist you best if we get a small sample of your application to work with. If possible send us a small test case with instructions, so we can run the test case.

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